

GENERAL TERMS AND CONDITIONS of PURCHASE (“General T&Cs”)

All customers (each a “Customer”) purchasing any product from Classic Fine Foods (Hong Kong) Limited (“CFF” or “Supplier”) must have opened customer accounts (“Customer Account”) with CFF. When opening a Customer Account with CFF, each Customer must accept the General Terms and Conditions of Purchase hereunder (“General T&Cs”) whether there is a signed contract or not. A Customer buying from CFF shall constitute the Customer’s full acceptance of these General T&Cs, which will govern all purchases or orders placed by Customer to CFF unless a separate sales agreement with head terms (“Agreement” or “Special T&Cs”) has been executed between the Parties, in which case the Special T&Cs will prevail over these General T&Cs.

1. VALIDITY OF ORDER

A. Unless any general or particular exceptions are expressly stated on the Order accepted by CFF or a separate Agreement has been mutually executed by the parties, all Customer’s purchase orders to CFF (“Orders”) shall be subject to these General T&Cs. All other terms and conditions on the Order inconsistent with these General T&Cs shall not apply, unless CFF has provided explicit written acceptance to each of such terms or conditions in writing. In the event no separate Agreement has been mutually signed, these General T&Cs shall constitute the governing Agreement of Orders issued by the Customer and accepted by CFF, unless otherwise agreed.

B. Each Order is subject to acceptance by CFF. The Order shall not be binding upon CFF unless and until CFF has provided its Order acceptance.

C. All binding orders cannot be cancelled or modified by the Customer without acceptance by CFF and needs to be agreed prior to the delivery.

2. DELIVERY, TITLE & RISK TRANSFER AND ACCEPTANCE

A. All deliveries shall be made as agreed in the Order and shall be accompanied by a Delivery Note in duplicate. Partial delivery is acceptable.

B. If the delivery times for the Goods specified in the Order are exceeded by more than 30 days solely due to the fault of the Supplier, the Customer may provide 14 days prior written notice to cancel such Order, in which event, any monies prepaid thereof shall be refunded.

C. **Force Majeure.** CFF shall have no liability for any failure to perform, or delay in performance of its obligations due to governmental decision, war (including acts of terrorism and warlike acts, even if no formal state of war has been declared), civil or military uprising, sabotage, fire, flood, droughts, monsoon, natural calamities, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including, but not limited to electricity, water, fuel and the like), strike and lockout or any other event which is beyond its control. If the delay resulting from force majeure exceeds sixty (60) days, either Party may cancel the unperformed part. Payment shall remain due for the performed part, and the Parties shall promptly settle their accounts accordingly.

D. All risks attached to the Goods shall be transferred to Customer upon delivery based on the agreed Incoterms unless specifically mutually agreed otherwise in the Order. Ownership to the Goods shall be transferred to Customer upon the latter of (i) delivery as per the agreed Incoterms; or (ii) full payment has been received by CFF. No transfer of IP applies in this Agreement.

E. Upon delivery according to the mutually agreed Incoterms, Customer undertakes to take all due and reasonable care of the Goods, including providing for safe, clean, correct temperature and otherwise appropriate storage, handling and transportation of the Goods, adhering to good industry practice, as well as any CFF written specifications and guidelines in respect of storage, handling and transportation as issued from time to time.

F. Acceptance of Goods will be deemed upon completion of delivery as per the agreed Incoterms. Goods will be considered fully accepted unless CFF receive written notification to the contrary within forty eight (48) hours (or within 24 hours for perishable food products) upon arrival at the Customer’s warehouse or designated premises that Goods delivered did not comply with the Specifications mutually agreed in the Order or that there was any incorrect delivery.

3. DEFECTIVE GOODS, SHORTFALL AND WARRANTY

A. The Customer is responsible for inspecting the Goods upon delivery and any: (i) Goods which are obsolete or otherwise not fit for sale; and (ii) shortfall, must be reported to CFF within the defect detection period specified in the Order, or if not specified, forty-eight (48) hours but at any rate before acceptance of the Goods (“Detection Period”).

B. Goods shall meet the specifications mutually agreed in the Order, or if not specified in the Order, according to CFF’s provided specifications (“Specifications”) up to the expiry date or best-before date specified in the packaging of the Goods delivered or if not specified, according to the relevant shipping documents provided by CFF or according to the local regulatory requirements from the production date (“Warranty Period”). In the event that any Goods do not meet with the above Specifications during the Warranty Period solely due to the fault of CFF and Customer notifies CFF in writing prior to expiry of Warranty Period, CFF may at its discretion provide a replacement or a full refund of the purchase price of the relevant Goods. The aforesaid replacement or refund is the entire liability of CFF in the event of defective Goods.

C. The Customer must not knowingly sell or allow the sale to their customers or consumers of any Goods which are: (i) expired; or (ii) otherwise not fit for sale (including Goods which are damaged, defective or past their best-before or expiry date).

D. The Customer must destroy and dispose of Goods which are found to be: (i) expired; or (ii) otherwise not fit for sale. Goods will not be returned to CFF unless this is clearly agreed in writing by the Parties.

4. PRODUCT RECALL

A. The Customer must maintain adequate control procedures to enable Product recalls, including: (i) the implementation of a traceability system (except for retailers selling to end consumers, where public announcement will be subject to CFF approval); (ii) immediately notifying CFF and providing copies of all communications with regulatory authorities; and (iii) during the recall operation, assisting CFF in locating and recovering relevant Goods.

B. **Recall Procedures.** (i) If CFF considers that any Goods do not meet their specifications, then CFF may by written notice require the Customer to immediately recall those Goods and suspend or cease further sales. (ii) The Customer must ensure those Goods are clearly marked and kept separate from other stock; and handled and disposed of in accordance with CFF’s instructions (iii) The recall process must be conducted in accordance with CFF’s guidelines and/or instructions. (iv) Customer must not voluntarily initiate any recall without the prior written consent of CFF, unless compelled by law or regulatory directive. (v) Customer must not make any announcement of any kind in respect of the recall unless requested in writing by CFF.

5. INVOICES AND PAYMENT

A. Unless otherwise mutually agreed in the Customer Account Opening Form or other mutually signed Agreement, an invoice for one hundred percent (100%) of the Order value will be issued upon CFF’s acceptance of the Order. Payment is to be received by CFF in advance before delivery is scheduled. Payment will be made by bank transfer to the following bank account of CFF:

Bank Name: Standard Chartered Bank (Bank code: 003)
Beneficiary’s Name: Classic Fine Foods (Hong Kong) Limited
Beneficiary’s Account: 573-1-014981-6
Bank Swift Code: SCBLHKHXXXX
Currency: HKD only

Bank Name: Citibank (Bank code: 006)
Beneficiary’s Name: Classic Fine Foods (Hong Kong) Limited
Beneficiary’s Account:
391-91294088 – Autopay / Counter Transactions
391-1015437029 – CHATS / TT / RTGS
Bank Swift Code: CITIHKHXXXX
Currency: HKD only

Any delay in the payment will delay execution of the Order and/ any subsequent orders placed by Customer to CFF.

B. If the Goods is charged on “catchweight” basis, CFF will reconcile with Customer for any overpayment or underpayment, which will be notified by CFF within reasonable time after delivery.

C. Customer shall be responsible for all bank charges associated with effecting the payments. In the event that CFF requests Customer to issue an irrevocable letter of credit, all related bank charges will be borne by the Customer.

D. Late payment by Customer under any order or any contract with CFF will be regarded as a material breach. CFF reserves the right to hold shipment or suspend work on the Order in the event of any material breach and CFF shall not be held liable for the delay arising from its exercise of the right hereof.

E. Customer will advise CFF of any invoicing discrepancies or disputes about an invoice within five (5) days of receiving it. Overdue payments shall be subject to a late payment charge of one percent (1%) per month of the overdue amount (but not to exceed the maximum lawful rate). Customer will be required to make payment of the non-disputed amount of the invoice.

F. For confirmed Order with scheduled delivery date, if delivery is delayed or suspended by Customer by more than thirty (30) days, CFF shall be entitled to issue the invoice and Customer payment will be due on the date of CFF’s invoice. Any warehousing and related handling charge shall be borne by Customer.

G. (i) The Order value is exclusive of all applicable taxes, except for taxes due on CFF’s own net income. (ii) Customer shall bear all taxes, duties, levies and similar charges (and any related interest and penalties), however designated, imposed as a result of the existence or operation of this Agreement.

6. INTELLECTUAL PROPERTY

A. **Intellectual Property.** CFF’s company name, logos, trademarks, trade name, product catalogues, promotional materials, leaflets, Product brands, specifications, packaging and associated information remains CFF’s intellectual property (“Intellectual Property” or “IP”) at all times, whether existing before commencement of this Agreement or created during the course of this Agreement. There is no transfer of any IP right from CFF to any Customer in any event.

B. Use of IP. The Customer must not use, in the sale and distribution of the Goods, any IP other than that made available by CFF for the purposes of this Agreement, without the prior written consent of CFF. Customer must not reproduce or copy any IP in part or in whole without the prior consent of CFF.

C. Counterfeit and Look-alike Products. The Customer must not deal in counterfeit or look-alike products which are likely to confuse end customers. The Customer must immediately notify CFF if it becomes aware of such counterfeit or look-alike products in the Territory.

D. Infringement of Rights. The Customer shall promptly and fully notify CFF of any actual, threatened or suspected infringement of, or any actions, claims, demands or proceedings in relation to, any IP relating to the Products which may come to its attention. CFF shall have control of any related proceedings and the Customer shall provide to CFF all related assistance reasonably required, including taking or resisting any such proceedings. CFF's entire liabilities under this clause are subject to the court final judgment or final settlement under CFF's express written agreement.

7. COMPLIANCE TO LOCAL REGULATIONS

A. Permits. The Customer is responsible for obtaining, and procuring and ensuring that it has obtained, all necessary licences, permits and approvals required to perform its activities under this Agreement.

B. Compliance with regulations. Each Party shall comply, and shall ensure that the Goods (including their packaging, labelling, use or consumption of the Product within the Territory and any claims made in respect thereof) comply, with all Relevant Regulations. Any penalties for breach of the Relevant Regulations shall be borne by the defaulting Party.

C. Remedying non-compliance. In case of any non-compliance with the above provision, the defaulting Party must take all reasonable steps to immediately remedy such non-compliance and shall immediately inform the other Party of such non-conformity. If labels or other corrections to the packaging of any Product are to be affixed or made, the Customer shall immediately inform CFF and furnish to CFF a copy of the detailed request (as well as an English translation, if relevant). All costs associated with labelling or correction of packaging, or other fees for validation or certification for compliance purposes shall be equally shared, unless otherwise agreed.

D. Changes to regulations. Each Party shall notify the other Party of any changes that are made or proposed from time to time to the Relevant Regulations and are applicable to either Party's performance of duties under this Agreement.

8. RECORDS AND DATA PROTECTION

A. Each Party shall reliably back up all data provided, used or generated in connection with this Agreement and shall otherwise establish and maintain adequate organisational and technical safeguards against the unauthorised destruction, theft, use, disclosure or loss of such data in the possession or control of the Party.

B. When processing personal data of any individual natural person, each Party must comply with all applicable data protection legislation at all times during the Term of this Agreement.

9. CONFIDENTIALITY OF INFORMATION

A. All technical information, commercial and related documentation in whatever form recorded (hereinafter referred to as "**Information**"), which a Party ("Disclosing Party") may furnish hereunder or has furnished in anticipation of this Agreement, shall remain Disclosing Party's property. Such Information: i) shall be treated in confidence by receiving party of the Information ("Receiving Party") and used by Receiving Party only for purposes expressly provided in this Agreement; ii) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized herein; and iii) shall, together with all copies thereof, be returned or destroyed when no longer needed;

B. Such Information may be disclosed to trusted employees within Receiving Party (and/or its affiliated company)'s organization solely on a need-to-know basis. Receiving Party will not permit any other person to have access to the Information unless such person has a need-to-know for the purpose of performing obligations of the Receiving Party under this Agreement, and that each such party is approved by Disclosing Party and has signed a non-disclosure agreement acceptable to Disclosing Party.

C. The above conditions do not apply to any part of the Information which is in the public domain.

10. LIABILITIES

A. Each Party must indemnify and defend the other Party in respect of all claims, losses, costs and liabilities which relate to or arise from: (i) the defaulting Party's breach of this Agreement; or (ii) damage, loss or third party's claims which are attributable to an act, omission, fault or neglect of the defaulting Party.

B. CFF's entire liability and Customer's exclusive remedies against CFF, its affiliates, subcontractors and suppliers for any damages caused by any Product defect or failure, or arising from the performance or non-performance of any work, regardless of the form of action shall be: (i) for infringement of intellectual property rights, the remedies stated in Section 6; (ii) for failure of Goods during the Detection Period or Warranty Period, the remedies stated in Section 3.A or 3.B; (iii) for delays in delivery, CFF shall have no liability unless delivery is delayed by more than 30 days by causes not due to directly either Customer or force majeure conditions, in which case Customer's sole remedy shall be to cancel the Order; (iv) for bodily injury or death to any person and/or property damage proximately caused by CFF, Customer's right to proven direct damages. CFF's liability shall be limited to proven direct damages not to exceed the cost of the Product under the relevant Order.

C. Notwithstanding any other provision hereof, CFF shall not be liable for indirect, incidental, special, exemplary or consequential damages, including but not limited to: lost profits, savings or revenues of any kind, whether or not CFF have been advised of the possibility of such damages. In no event shall CFF and CFF affiliates' cumulative liability for all losses arising out of the use or performance of anything furnished hereunder exceed the value of the Order for the Goods that are the basis for the claim. This provision shall survive the failure of any exclusive remedy.

D. CFF shall have no liability for failure in performance due to force majeure conditions.

E. Any dispute Customer has against CFF with respect to the Order must be brought within six (6) months after the cause of action arises.

F. In the event that Customer permits any of its affiliates or any other third party ("**Included Customer**") to purchase any Product from CFF under these General T&Cs or the Agreement, any such purchase will be financially guaranteed by Customer if such Included Customer defaults in paying CFF for such purchase. Customer agrees to pay for such overdue invoice according to the Supplier's written notice.

11. PRICE AND PRODUCT CHANGE

A. Products prices may be revised by CFF, without prior notice to the Customer, save that all accepted Orders are not affected.

B. CFF reserves the right to discontinue the availability of any Product. CFF will use its reasonable endeavours to provide prior written notice of any Product change, propose alternatives and/or provide any notice of any potential shortage of Product at any time.

12. GENERAL

A. If Customer fails to perform any material term or condition, Customer shall be in default and, upon written notice, CFF may amend payment terms, suspend works, terminate the Order, exercise any available rights and all invoice and work performed are immediately due and payable. Upon termination, Customer shall be liable for cancellation and/or termination charges and any other applicable charges. Customer has no right to cancel any Order once it has been accepted by CFF.

B. This Agreement is constructed in the English language. Any translation into the local language is for the Parties' easy reference only. In the event of any discrepancy, the English version always prevails unless the local regulation prevents this.

C. This Agreement shall be governed by the laws of Hong Kong SAR.

D. Customer shall not assign any of Customer's rights or obligations hereunder without CFF's prior written consent. CFF may subcontract work to be performed under this Agreement but remain responsible for the work.

E. No course of dealing or failure of either party to strictly enforce any term, right or condition hereof shall be construed as a waiver of such term, right or condition.

F. EXCEPT STATED OTHERWISE HEREUNDER, THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR COMMUNICATIONS, AGREEMENTS (OTHER THAN NON-DISCLOSURE AGREEMENTS) OR PROPOSALS, ORAL OR WRITTEN, RELATING TO THIS SUBJECT MATTER. ANY TERMS ON AN ORDER, OTHER THAN A DESCRIPTION OF THE PRODUCT, THE DELIVERY DATE(S), PRICE(S) AND QUANTITY ORDERED, ARE NULL AND VOID.